

## WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE:     **AIRPORT**

DATE:             March 28, 2006

**Committee Members Present:**

Supervisors    Tessier  
                  Stec  
                  O'Connor  
                  Haskell  
                  Mason  
                  Barody  
                  Girard

**Others Present:**

Marshall Stevens, Airport Manager  
William Remington, DPW Superintendent  
Kim Lussier, Empire East Aviation  
Paul Dusek, County Attorney  
William H. Thomas, Chairman  
Joan Parsons, Commissioner of Fiscal and  
                  Administrative Services  
Supervisor Bentley  
Supervisor Geraghty  
Supervisor Merlino  
Joan Sady, Clerk of the Board  
Debra L. Schreiber, Legislative Office Specialist

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Mr. Tessier called the meeting to order at 9:30 a.m.

Motion was made by Mr. Mason, seconded by Mr. Haskell, and carried unanimously to approve the minutes of the February 28, 2006 committee meeting, subject to correction by the Clerk.

Privilege of the floor was extended to Marshall Stevens, Airport Manager, who distributed copies of his Agenda, to the committee members, and a copy of same is on file with the minutes.

Referring to Item 1 of the Agenda, Negotiations for Acquisition of Parcels, Mr. Stevens related he had met with Mrs. Tatich, Director of Planning and Community Development, and Mr. Dusek, County Attorney. As far as the negotiation for acquisition of parcels, the parcel to the north and the negotiation of easements, he reported he was working with C & S Engineers, Inc. to develop a legal description of the easements. He said he anticipated submitting it at the next committee meeting. With respect to the parcel to the south, Mr. Stevens indicated he had spoken with Mr. Powers whose biggest concern was the storage of property in the house and therefore was undecided. According to the law, Mr. Dusek explained, this must be a revocable license and if the period was too long, it became a lease. Due to restrictions imposed by the FAA, he stated the County was unable to adopt a local law authorizing the license agreement. Although they were experiencing difficulties, Mr. Stevens reminded the committee the reimbursement for the easement was \$57,500 and the offer was \$292,000. If the County continued to pursue this option, he expressed ownership of the property was the best long term option.

With respect to Item 2 of the Agenda, New Hangars, Mr. Stevens apprised due to a change in the building code and the increase cost of steel, Mr. Schermerhorn informed Mr. Lussier he did not feel he could construct new hangars for \$350/month. He recommended Mr. Schermerhorn work with Empire East as they had a list of people who desired t-hangar leases. Mr. Schermerhorn stated he would prepare an estimate, notify the owners requesting a first month rental commitment and advise the County how many units he could build.

Relative to Item 3, Outside Flight Instruction, Mr. Stevens confirmed Mr. Bovey had suspended his flight

instructions. He noted pages 2 and 3 of the Agenda was correspondence received from the former Assistant County Attorney and his response. After reviewing the Minimum Standards document, he recommended a few changes be made which he summarized on pages 5 and 6 of the Agenda. When defining a commercial activity, he suggested differentiating between activities based at or originating at the Airport as opposed to incidental use of the Airport.

Mr. Stevens said in looking to the future, a Part 135 charter plane would be based in a hangar owned by Mr. Schermerhorn. He said he did not foresee a problem with him providing the County with an insurance certificate on a \$12 million airplane. Mr. Stevens emphasized it was important the intentions of the County were uniformly applied and therefore he suggested requiring individuals on a commercial activity to either lease or sublease space from the County.

Mr. Barody inquired whether Mr. Schermerhorn had ever discussed the new maintenance garage, the width of the door, and its ability to accommodate some of the rental planes that were coming in. He said they could be housing a plane that could not get into the maintenance garage. The current lease specified no maintenance but Mr. Stevens recommended revising the lease to include maintenance. He commented the building was only 80' x 80' but expounded there were numerous possibilities to examine.

Mr. Remington entered the meeting at 9:40 a.m.

Mr. Lussier said he had advised Mr. Schermerhorn that when constructing another large hangar, he might want to consider putting the oil/water separator in the floor, as well as the fire suppression system, which would give him one complete hangar set up for maintenance. The first maintenance hangar they constructed could only accommodate a King Air, noted Mr. Lussier.

Mr. Mason inquired whether Mr. Schermerhorn had considered constructing a third hangar and Mr. Stevens replied it was being considered. He apprised the second hangar was complete and within the next couple months the first hangar would be full. He commented he would like a third hangar to house transients. Mr. Stevens expounded that Mr. Schermerhorn had generated significant interest in heated hangar space and other FBO's (fixed base operators) and airports had discussed with him potential interest in this heated hangar space.

Continuing on with the proposed changes to the Minimum Standards Agreement, Mr. Stevens referred to Item 4, removal of liability insurance requirements on private entities. He apprised the County did not require liability insurance on anyone else and he was concerned about creating unfair situations with respect to certain classifications.

Relative to Item 5 of the Agreement, Mr. Stevens suggested reducing the number of aircraft required on field for flight instruction if it got to the point where it was not profitable. He noted he had the ability to provide flight instruction with only one aircraft required.

Mr. Stevens commented Item 6 of the Agreement related to insurance. If a commercial operator subleased space from another entity, he remarked he may not have to provide certain types of insurance because they may be provided by the primary lessee. He recommended the County and Committee review each lease on a case by case basis.

With respect to Item 7 of the list of proposed changes, Mr. Stevens mentioned the committee had the right

to waive the minimum standards relative to events such as fly-ins, competitions and balloon festival.

Mr. Dusek reported that Mr. Clements, former Assistant County Attorney, contacted him relative to the commercial activity definition. He said Mr. Clements stated it was not uncommon for people who own planes to create corporations. According to the current commercial definition, he suggested there should be exemptions in these situations; otherwise, he would be required to get approvals, etc. Mr. Stevens indicated the intent was a service for compensation constituted commercial activity; however corporate ownership of an aircraft was not the intent of the document, he added.

Motion was made by Mr. Haskell, seconded by Mr. Barody and carried unanimously to table the request to revise the Minimum Standards Agreement until reviewed by the County Attorney and the Airport Manager.

Referring to Item 4 of the Agenda, LARAC/Balloon Festival, Mr. Tessier reported he had been contacted by Joan Grishkot to arrange a meeting but currently that had not occurred. Mr. Stevens apprised the committee of prior attempts to generate excitement and contributions during the Balloon Festival. Approximately four or five years ago, he said, they brought in a Lockheed Constellation. He suggested inviting more kite clubs that entailed displays. Mr. Barody recommended scheduling a meeting to discuss various events to be held at the airport during the Adirondack Hot Air Balloon Festival.

Mr. W. Thomas and Mr. Geraghty entered the meeting at 10:00 a.m.

With respect to Item 5 of the Agenda, Mr. Stevens advised he met with the Warren-Washington Industrial Development Agency (IDA) to discuss the mitigation for wetlands for the Runway 1 Safety Area project. A quorum was not available; however he said those members who were present indicated a strong support for the project. He stated the IDA had requested Mr. Stevens attend the next IDA Park Committee meeting to negotiate the cost of the wetlands. In addition, he commented he had spoken with the County Attorney who recommended utilizing the services of an appraiser. Mr. Stevens remarked once the scope of the project had been defined, the appraiser would provide a price quote. He said he estimated \$3,200, which would come from the Airport budget, but would be reimbursed once they commenced the construction project, which was grant funded.

Mr. Dusek mentioned if there was any sense this property could be acquired for less than the appraised amount, the committee may decide to forego the appraisal. However, he said he understood the IDA wanted a sizable compensation. Mr. Stevens related they had a range from low being their cost and high being roughly what it would cost them to construct it.

Motion was made by Mr. Stec to approve the resolution request for appraisal services not to exceed \$3,200 related to wetland mitigation with the IDA. There was no second to the motion and further discussion of options continued.

Mr. Stevens apprised for the Runway Safety 1 Area project that they were filling just over three acres of wetlands. The IDA created wetlands in the park and committed a certain amount for mitigation, he explained. Currently, he noted, there were four acres that had not been committed to mitigation. The County offered to make a one-time payment in lieu of mitigation to the IDA providing they commit the remaining 4.2 acres to be wetlands forever and the airport be allowed to continue their project. Mr. Haskell suggested the Chairman get a figure and bring it back to the committee. Mr. Tessier responded the IDA indicated at the next meeting they would have a plan so he recommended waiting until the IDA meeting. The committee offered no objection to proceeding in this manner.

Referring to Item 6 of the Runway Safety 1 Area, Mr. Stevens informed the committee they would be changing the base height on the approach lighting system to that runway, which was part of the instrument approach. He explained that any time there was a change in equipment owned by the FAA, a contract must be entered into with Facilities and Equipment for them to provide the engineering support. Thereafter, he noted, they would have to refly the approach to certify it met all requirements. He said they anticipated this happening so they built the amount into the grant. Mr. Stevens requested approval of a reimbursable agreement with the FAA for engineering and related expenses for the changes to the Runway Safety instrument approach in the amount of \$16,128.

Motion was made by Mr. Haskell, seconded by Mr. Barody and carried unanimously to approve the request as presented and the necessary resolution was authorized for the April board meeting. A copy of the resolution request is on file with the minutes.

Continuing on with Item 7 of the Agenda, Hangar Door Costs, Mr. Stevens remarked Winchip Door Company, Inc. had provided an estimate to replace all three hangar doors with hurricane doors for \$24,000. At the February meeting, the committee approved replacing the damaged hangar door for \$8,100.

Motion was made by Mr. Haskell, seconded by Mr. Barody and carried unanimously authorizing Mr. Stevens to proceed with the request from Winchip Overhead Door Co. Inc. to replace the two remaining hangar doors at a total cost of \$24,000.

With respect to Item 8, Airport Environmental Assessment Historic Review, Mr. Stevens reported the State Historic Preservation Office (SHPO) requested a historic review analyzing the projects and views affected from Ridge Road. He suggested scheduling a meeting with the chairman, himself and SHPO to discuss the matter.

At this time of year when people were attending school and civic group functions, Mr. Stevens reminded the committee they conducted tours at the airport. He asked the supervisors to spread the news to area schools and civic groups.

Referring to the last item on the Agenda, Next Meeting, Mr. Stevens apprised the members he would be out of town attending the Snow Symposium. He inquired if it was the desire of the committee to be on call or schedule a meeting for another day. Mr. Haskell suggested the committee be on-call.

Mr. Tessier stated after June 30, 2006 the operation of the airport restaurant would change, noting the current sublessee would not be renewing their lease.

There being no further business, on motion by Mr. Stec and seconded by Mr. Mason, the meeting was adjourned at 10:15 a.m.

Respectfully submitted,

Debra L. Schreiber, Legislative Office Specialist